IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 939 OF 2002

AND

NOTICE OF MOTION O. 842 OF 2002

IN

SUIT NO. 436 OF 2000

Ashok Kumar Agarwal .. Plaintiff

vs.

Ravinder Kumar Agarwal

& Ors. .. Defendants.

Mr. Minakshi Iyer i/by Doijode Phaterphekar

& Asso. for the plaintiff.

None for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 28th OCTOBER, 2005.

P.C.

. In the order dated 16.9.2005 the following corrections be made. Suit No. be substituted from 436 OF 1999 to 436 of 2000. In para 2 the quoted para 3 be substituted with para 2 sub paragraph (iii) of the said affidavit which reads as under :-

"I say that the said flat No. 112-A

situated at Jolly Maker Apartment I, Cuffe Parade, Mumbai 400 005 stood in my father's name and was HUF property. I say that sometime in or about 1992, there were serious differences between the sons of Sardarilal Agarwal inter se and it was amicably resolved by an Oral Family Arrangement to the effect that the said Vijay Mahal flat would be used by Defendant Nos. 15 and 20 and the said Jolly Maker Flat would be used by me. It was further decided that Defendant Nos. 15 and 20 would own the said Vijay Mahal flat in their own right and capacity and the same would cease to be HUF property. I further say that it was also agreed between all the members of the HUF that the said Jolly Maker I flat would be used by me and the same would after my father's lifetime stand transferred to my name and would belong to me solely and cease to be HUF property. I say that as per the Oral Family arrangement the shares of Defendant Nos. 15 and 20 and my self in the remaining HUF property (to the exclusions of the said two flats being the Jolly Maker flat Vijay Mahal flat stood reduced to 50% and the other members of the HUF would get proportionate increase. I say that all the members of the HUF including the Plaintiff

were parties to the aforesaid Oral family arrangement."

As mentioned in the praecipe the word "ad-interim" on page 3 be substituted as "interim". leave to withdraw the suit. Suit is dismissed as withdrawn. No order as to costs.

2. Refund of Court fee as per rules.